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14384/19



उत्तर प्रदेश UTTAR



20663

-1-

SALE DEED

Nature of Land

Agriculture

Pargana

Mohanlalganj

Village

Mastemau

Details of Property

1/2 share of Agriculture Land bearing Khasra No. 577 Total Area 1.0030 sold area 0.5015 Hectare, situated at Village-Mastemau, Pargana & Tehsil-Mohanlalganj & Distt.-Lucknow.

Unit of Measurement

In Hectare

For Mangalam Fuels (P) Ltd.

[Signature]

[Signature]
Authorized Signatory





मण्डल:- लखनऊ, जनपद:- लखनऊ
न्यायालय अपर जिलाधिकारी, नगर, ट्रान्स गोमती
वाद संख्या:- 09637/2019

सत्येन्द्र कुमार बनाम सरकार
कंप्यूटरीकृत वाद संख्या :- D201910460009637
अंतर्गत धारा:- 98(1), उत्तर प्रदेश राजस्व संहिता - 2006
आदेश तिथि:- 18/06/2019

अंतिम आदेश

आदेश

श्री सत्येन्द्र कुमार पुत्र स्व० जगदीश प्रसाद निवासी 963, सेक्टर आई, एल०डी०ए० कालोनी, कानपुर रोड, लखनऊ द्वारा अनुसूचित जाति से भिन्न व्यक्ति को भूमि बीमारी के इलाज हेतु विक्रय करने का अनुमति प्रार्थना पत्र 30प्र० राजस्व संहिता की धारा-98 के अन्तर्गत आ०सी० प्रपत्र -27 पर प्रस्तुत किया गया, जिसकी जाँच उपजिलाधिकारी, मोहनलालगंज लखनऊ से करायी गयी। उपजिलाधिकारी, मोहनलालगंज लखनऊ के न्यायालय में प्रशस्तगत प्रकरण की जाँचोपरान्त आख्या प्राप्त होने पर जिलाधिकारी/कलेक्टर, लखनऊ के न्यायालय में वाद संस्थित होकर इस न्यायालय में गुणदोष के आधार पर निस्तारण करने हेतु स्थानान्तरित किया गया।

पचावली का अवलोकन व परीक्षण किया गया। इस संबंध में उपजिलाधिकारी, मोहनलालगंज लखनऊ से आख्या प्राप्त की गयी। उपजिलाधिकारी मोहनलालगंज, लखनऊ ने अपनी जाँच आख्या में अवगत कराया है कि विक्रीत भूमि का जिलाधिकारी, लखनऊ द्वारा जारी सर्किल रेट के अनुसार बाजार मूल्य ₹ 25,07,500/- होती है, जिसकी प्रतिफल की धनराशि ₹ 36,10,800/- अंकित की गयी है। क्रेता द्वारा विक्रीत भूमि की प्रतिफल धनराशि ₹ 36,10,800/- विक्रेता को भुगतान किए जाने और विक्रेता द्वारा विक्रीत भूमि का ₹ 36,10,800/- प्रतिफल की धनराशि प्राप्त किए जाने की बात बयान में पुष्टि की है। विक्रेता द्वारा अपने प्रार्थना पत्र एवं बयान में भी यह अंकित किया है कि प्रशस्तगत भूमि बीमारी के इलाज हेतु विक्रय कर रहा है, जिसकी पुष्टि उपजिलाधिकारी, मोहनलालगंज, लखनऊ की आख्या में की गयी है। इसके समर्थन में आवेदक द्वारा चिकित्सक का प्रमाण पत्र व शपथ पत्र/आगणन प्रस्तुत किया गया है। उक्त विक्रय के पश्चात् विक्रेता के पास कोई भूमि शेष नहीं रह जायेगी।

उपजिलाधिकारी, मोहनलालगंज लखनऊ की आख्या एवं 30प्र० राजस्व संहिता की धारा 98(1)(ग) व 30प्र० राजस्व संहिता नियमावली, 2016 के नियम 99(8)(ख)(ड.) के अधीन श्री सत्येन्द्र कुमार पुत्र स्व० जगदीश प्रसाद निवासी 963, सेक्टर आई, एल०डी०ए० कालोनी, कानपुर रोड, लखनऊ को ग्राम मस्तेमऊ, तहसील मोहनलालगंज जिला लखनऊ स्थित गाटा संख्या 577 रकबा 1.0030हे० का 1/2 भाग रकबा 0.5015हे० भूमि को अनुसूचित जाति से भिन्न व्यक्ति मंगलम फ्यूल्स प्रा० लि०, पंजीकृत कार्यालय पता 60, तेज कुमार प्लाजा, हजरतगंज, लखनऊ द्वारा अधिकृत हस्ताक्षर मकेश दुबे पुत्र श्री आ०एस० दुबे, निवासी 943, चक नं० 116, रावतपुर कानपुर, 30प्र० के पक्ष में वि०य किये जाने की अनुमति निम्न शर्तों के अधीन प्रदान की जाती है।

विक्रीत भूमि के स्वत्व/कब्जे के सम्बन्ध में यदि कोई वाद/स्थगन है तो वह प्रभावी रहेगा, यदि कोई वाद/स्थगन नहीं है तो अनुमति हेतु प्रार्थना पत्र प्रस्तुत किया गया है, संज्ञान में आता है तो तत्क्रम में यह अनुमति स्वतः निरस्त समझी जायेगी और आवेदक एवं क्रेता के विरुद्ध विधि के अनुरूप सुसंगत कार्यवाही की जायेगी। यदि प्रशस्तगत भूमि कहीं बंधक होगी या अन्य कोई विवाद उत्पन्न होता है तो कोई भेद छिपा पाया जायेगा तो यह अनुमति स्वतः निरस्त समझी जायेगी।



2. 30प्र0 राजस्व संहिता नियमावली -2016 के नियम -99 के प्रस्तर-8(ड) में उल्लिखित है कि जहाँ विक्रय द्वारा अन्तरण के लिए अनुज्ञा की माँग की जा रही है, भूमि के अन्तरण हेतु प्रस्तावित भूमि का कलेक्टर द्वारा नियत सर्किल दर के अनुसार आगणित रकम से कम भुगतान न करना होगा, विक्रेता को मूल्य देयता के संबंध में साक्ष्य स्वरूप विक्रय विलेख निष्पादन के एक सप्ताह के अन्दर विक्रय विलेख की एक प्रति कार्यालय/न्यायालय में अनिवार्यतः प्रस्तुत करनी होगी अन्यथा विक्रय अनुमति निरस्त समझी जायेगी, विक्रय विलेख तथा अन्तरण शून्य माना जायेगा और तदनुसार 30प्र0 राजस्व संहिता में दिए गये प्रावधानों के परिप्रेक्ष्य में अद्यतर विधिक कार्यवाही सुनिश्चित की जायेगी।

3. विक्रय की जा रही भूमि यदि पट्टे द्वारा प्राप्त की गयी है और असंक्रमणीय श्रेणी संक्रमणीय श्रेणी में परिवर्तित हो चुकी है तो विक्रेता इस भूमि के विक्रय के उपरान्त उत्तर प्रदेश राजस्व संहिता 2006 के धारा-76(ड) (4) में दी गयी व्यवस्था के अन्तर्गत ग्राम सभा या राज्य सरकार में निहित किसी भूमि के या उत्तर प्रदेश अधिकतम जोत सीमारोपण अधिनियम, 1960 में यथापरिभाषित अतिरिक्त भूमि के पट्टे के लिए पात्र नहीं रह जायेगा।

4. उक्त विक्रय अनुमति निर्गत तिथि से एक माह तक अनुमन्य होगी।

इस आदेश की प्रति आवेदक श्री सत्येन्द्र कुमार पुत्र स्व० जगदीश प्रसाद निवासी 963, सेक्टर आई, एल०डी०ए० कालोनी, कानपुर रोड, लखनऊ /तहसीलदार मोहनलालगंज लखनऊ/उपनिबंधक तहसील मोहनलालगंज लखनऊ को आवश्यक कार्यवाही हेतु प्रेषित की जाय।

(अनिल कुमार)
18/01/19

अपर जिलाधिकारी(ट्रांस गौमती)/

अपर कलेक्टर, लखनऊ।

18.01.2019

आज दिनांक 18.01.2019 को खुले न्यायालय में उक्त आदेश हस्ताक्षरित एवं उद्घोषित किया गया।

(अनिल कुमार)
18/01/19

अपर जिलाधिकारी(ट्रांस गौमती)/

अपर कलेक्टर, लखनऊ।

18.01.2019



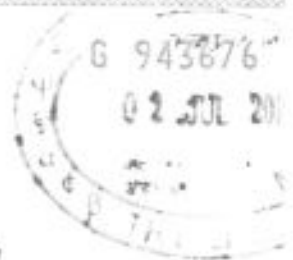
प्रमाणित प्रस्ताव

18.01.2019

अपर जिला अधिकारी (ट्रांस गौमती)
लखनऊ



उत्तर प्रदेश UTTAR PRADESH



-2-

Area of the Property	0.5015 Hectare
Road	More than 500 meters away from Sultanpur Road
Type of Property	Agriculture
Sale Consideration	: Rs. 36,10,800/-
Market Value	: Rs. 36,10,800/-
Stamp Duty	: Rs. 2,52,800/-
Seller (1)	
Name of the Seller-	Mr. Satyendra Kumar son of Late Jagdish Prasad resident of 963,

For Mangalam Fuels (P) Ltd.

Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH



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Sector-I, LDA Colony, Kanpur Road,
Lucknow.

Purchaser (1)

Name of the Purchaser- Mangalam Fuels Private Limited,
registered office at G.F. 48, Tej
Kumar Plaza, 75, Hazaratganj,
Lucknow, through its authorized
signatory Mr. Mukesh Dubey son of
Late R. S. Dubey

THIS DEED OF SALE is executed this the 17th day of July
2019

by

For Mangalam Fuels (P) Ltd.

Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH

G 961863

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Mr. Satyendra Kumar son of Late Jagdish Prasad resident of-
963, Sector-I, LDA Colony, Kanpur Road, Lucknow.,
(hereinafter referred to as the "Seller") which expression, unless
repugnant to the context, shall mean and include his heirs, legal
representatives, successors, administrators, executors,
transferees, assignees etc.

in favour of

Mangalam Fuels Private Limited, registered office at- G.F.
48, Tej Kumar Plaza, 75, Hazaratganj, Lucknow, through
its authorized signatory Mr. Mukesh Dubey son of Late R. S.
Dubey (hereinafter referred to as the "Purchaser") which
expression, unless repugnant to the context, shall mean and

For Mangalam Fuels (P) Ltd.

Authorized Signatory



उत्तर प्रदेश UTTAR PRADESH

G 961866

02 JAN

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include it's legal representatives, administrators, executors, transferees, assignees etc.

AND WHEREAS the Seller is absolute owner in possession with transferable rights in relation to $\frac{1}{2}$ share of Agriculture Land bearing Khasra No. 577 Total Area 1.0030 sold area 0.5015 Hectare, situated at Village- Mastemau, Pargana & Tehsil- Mohanlalganj & Distt.-Lucknow, (hereinafter referred to as the said "**Property**"); The name of Seller has been recorded in the revenue records.

AND WHEREAS both seller and purchaser have entered into an agreement to sale regarding said property, which is registered in the office of Sub-Registrar, Mohanlal Ganj, Lucknow, at Bahi No. 1 Jild 5415 pages 367 to 394 at Serial no. 2523 on 06.02.2015.

For Mangalam Fuels (P) Ltd.

Authorized Signatory



उत्तर प्रदेश UTTAR PRADESH

G 961867

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AND WHEREAS the Seller has assured the Purchaser that they have good, marketable, transferable and unencumbered rights in the Property and there is no impediment or restriction of any sort whatsoever on its transfer by the Seller in favour of the Purchaser and that the name of the Seller are already mutated in the revenue records, available with the appropriate regulatory authorities.

AND WHEREAS since the seller belongs to schedule caste so seller had applied for permission for sale of the said property as per Case no. D-201910460009637 the seller has got permission to sale the said property in favour of purchaser vide order dated 18.06.2019 passed by Additional District Magistrate, Nagar, (Trans Gomti), Lucknow.

For Manipal Fuels (P) Ltd.

Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH

G 961868

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AND WHEREAS the Seller are in need of money for their personal use and therefore, are desirous to transfer by way of sale, their whole share, ownership, rights, and all interests in the property;

AND WHEREAS the Purchaser is willing to buy the Property from the Seller, and the Seller are willing to sell the same absolutely to the Purchaser, the Purchaser has agreed with the Seller for the absolute sale of all his rights in the said Property for a total sale consideration of **Rs. 36,10,800/- (Rupees Thirty Six Lac Ten Thousand Eight Hundred Only);**

For Mangalam Fuels (P) Ltd.

Authorized Signatory



उत्तर प्रदेश UTTAR PRADESH

G 961869

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AND WHEREAS the Purchaser has, on this day of the execution of this Deed of Sale, paid to the Seller a sum of **Rs. 36,10,800/- (Rupees Thirty Six Lac Ten Thousand Eight Hundred Only)**; which constitutes the total sale consideration, the receipt and sufficiency whereof is hereby acknowledged by the Seller, as per details given under Schedule of Payment at the end of this Deed of Sale.

NOW THIS DEED OF SALE WITNESETH AS UNDER:-

1. That in consideration of the said sum **Rs. 36,10,800/- (Rupees Thirty Six Lac Ten Thousand Eight Hundred Only)**, paid by the Purchaser to the Seller, the receipt whereof the Seller hereby acknowledge, the Seller doth hereby transfers, conveys, releases and assigns by way of

For Mangalam Fuels (P) Ltd.

Authorized Signatory



उत्तर प्रदेश UTTAR PRADESH

6861878
01 JUL 2013

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absolute sale of said property, morefully detailed at the foot of this deed and shown in the annexed plan with ALL the estate, rights, title, interests, claims, demands, easements, privileges and appurtenances whatsoever of the Seller in or to the property hereby sold and every part thereof, with vacant possession, in favour of the Purchaser TO HOLD the same as absolute owner thereof with all rights, title and interest belonging to or enjoyed with the said land without any hindrances, interruption or interference from any body whosoever.

2. That the Seller has delivered to the Purchaser the vacant and peaceful possession of the piece of land transferred under this deed and the Purchaser shall be entitled to use and enjoy the same in the manner in which it may consider proper.

For Mangalam Fuels (P) Ltd.

Authorized Signatory



उत्तर प्रदेश UTTAR PRADESH

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3. That the Seller hereby declares and have assured the Purchaser that they are the sole owner of the property transferred under this deed, having every right and legal capacity to transfer it to the Purchaser and the same is free from all sort of liens, charges, encumbrances and litigations and the same is not under any Court attachments or acquisition.
4. That the Seller has further assured the Purchaser that all dues, taxes, rents, demands etc. whatsoever liable to be paid with respect to the property transferred under this deed up to the date of execution of this deed of sale have been fully paid and no dues, rents, demands, taxes etc. of any nature whatsoever are outstanding against the Seller prior to the date of execution of this deed and in case the Purchaser has to pay any taxes, dues, rent demands etc.

For Mangalam Fuels (P) Ltd.

Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH

BH-597949

01 JUL 2014

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under this deed or to any part thereof, the Seller doth hereby agree to save harmless and keep indemnified the Purchaser and to refund the sale consideration to the extent of right affected in the property transferred under this deed and to make good the loss, if any, sustained by the Purchaser.

6. That the cost for the stamp duty, expenses and charges for the registration of this Deed of Sale have been borne by the Purchaser.

7. That the Seller and all persons claiming under them do hereby further agree with the Purchaser that at all times hereafter and upon any reasonable request to do and execute, or cause to be done and executed, all such lawful acts, deeds and things whatsoever for further and more

For Mahabharat Fuels (P) Ltd.

Authorized Signatory



उत्तर प्रदेश UTTAR PRADESH

AB 416933

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perfectly conveying and assuring the said property or any part thereof to the Purchaser and its representative and placing it in possession of the same according to the true intent and meaning of these presents as shall or may be reasonably required.

8. Provided always and it is hereby agreed that wherever such an interpretation would be requisite to give the fullest possible scope and effect to any contract or covenant herein contained the expressions "The Seller" and "the Purchaser" herein before used shall include their respective heirs, legal representatives, successors and assigns.

For Mangalore Fuels (P) Ltd.

Authorized Signatory



उत्तर प्रदेश UTTAR PRADESH



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9. That the property transferred under this deed is not situated on any National Highway, State Highway, District Road or Link Road, there are no trees on the said land and there are no wells, constructions or tube-wells whatsoever on the aforesaid part of property hereby conveyed. The property situates beyond more than 500 meters from the Sultanpur Road. The property hereby conveyed is an agricultural land. Further, the property hereby conveyed situates beyond the Municipal Limits.

The property transferred under this deed has not been acquired by Government or any Authority like LDA & U.P. Avas Evam Vikas Parishad, or Body under any plan whatsoever.

A

For Mangalam Fuels (P) Ltd.

BY
Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH



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The Seller further declare categorically that barring the instant Sale Deed they have not executed any other deed or document of any description whatsoever in respect of the property hereby transferred to the Purchaser.

The present as well as the permanent addresses of the Seller and the Purchaser are the same as mentioned above.

That the total area of the premises transferred under this deed is 0.5015 Hectare. Since the property Value of the area of 0.5015 hectare at the rate of Rs. 72,00,000/- per hectare comes to Rs. 36,10,800/-. The sale consideration of Rs. 36,10,800/-. Stamp duty of Rs. 2,52,800/- is being paid with this deed on consideration amount accordingly.

Signature of Mangalam Fertilizers (P) Ltd.

Signature of Mangalam Fertilizers (P) Ltd.



उत्तर प्रदेश UTTAR PRADESH



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SCHEDULE OF THE PROPERTY HEREBY SOLD

½ share of Agriculture Land bearing Khasra No. 577 Total Area 1.0030 sold area 0.5015 Hectare, situated at Village- Mastemaui, Pargana & Tehsil- Mohanlalganj & Distt.- Lucknow, which is bounded as under:

BOUNDARARY OF LAND KHASRA NO. 577

East : Chakmarg and land Nanhkau
West : Land Ganni Yadav
North : Land Mayaram
South : Land Milan

For Mangam Fuelis (P) Ltd.

Authorised Signatory

SCHEDULE OF PAYMENT

1. Seller has received Rs. 15,00,000/- through cheque no. 000163 dated 29.12.2014 HDFC Bank, Hazaratganj, Lucknow from purchaser.
2. Seller has received Rs. 10,07,500/- through cheque no. 000281 dated 13.07.2019 HDFC Bank, Hazaratganj, Lucknow from purchaser.
3. Seller has received Rs. 11,03,300/- through cheque no. 000282 dated 14.07.2019 HDFC Bank, Hazaratganj, Lucknow from purchaser.

Thus the seller has received Rs. 36,10,800/- (Rupees Thirty Six Lac Ten Thousand Eight Hundred Only) from purchaser and seller has acknowledges the receipt and now nothing is payable to the Seller by the Purchaser.

IN WITNESS WHEREOF, we the above named Seller and Purchaser have hereto signed this deed in the presence of witnesses on the date, month and year first above mentioned at Lucknow.

WITNESSES :-



Vijay Shankar Mishra
Mr. Kesari Lal K/o Bansi
Mohandganj, Lucknow

[Handwritten signature]



[Handwritten signature]

SELLER
PAN:AOFPK7462M

Anesh Kumar s/o Late
Shri Govind R/o 169
Bursaini Mohandganj,
Lucknow.



[Handwritten signature]

For Mittegalam Fuels (P) Ltd.

[Handwritten signature]

Authorized Signatory

PURCHASER
PAN:AAFCEM9878C

Typed By:

[Handwritten signature]
(MONU)

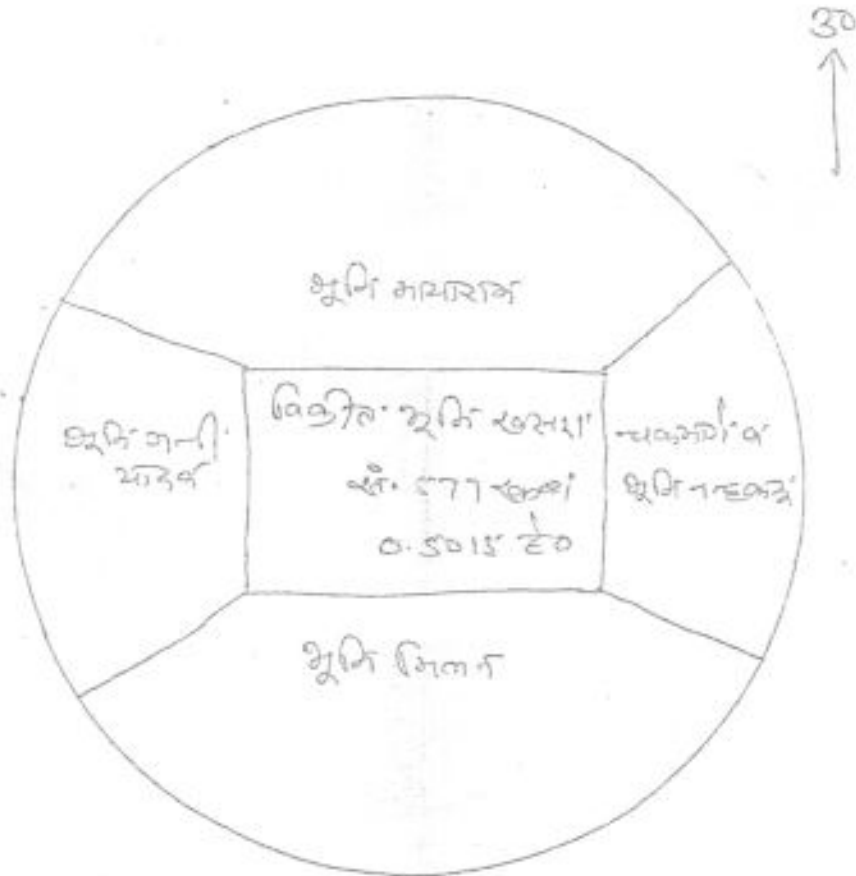
Drafted by:

[Handwritten signature]

(SURYA PRAKASH SINGH)
ADVOCATE
Civil Court, Lucknow

नक्शा

भूमि खसरा नं० ६७७ का/खेमांग ०.५०।६ हे० (चल ग्राम मस्तेमऊ)
परगाणा व तहसील - मोहनलालगंज, जलपरा - लखनऊ



For Mangalam Fuels (P) Ltd.

[Signature]
Authorised Signatory

[Signature]

देवा

[Signature]
विहीन

[Signature]

आवेदन सं०: 201900822018691

बही संख्या 1 जिल्द संख्या 10612 के पृष्ठ 195 से 230 तक
क्रमांक 14384 पर दिनांक 17/07/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शारिणी अस्थी
उपनिबंधक : मोहनलालगंज
तखनऊ
17/07/2019

